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01/19/09 9:31

January 19, 2009

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Ave, NW
Washington, D.C. 20210

Re: F.C. Dadson, Inc. Non-Qualified Deferred Compensation Plans.

Dear Sir/Madam:

This is to advise you of the restatement of Supplemental Non-Qualified Deferred Compensation and Phantom Stock Plans on behalf of our client, F.C Dadson, Inc.

The Plan information is as follows:

Employer:	F. C. Dadson, Inc.
Address:	N1043 Craftsmen Dr. Greenville, WI 54942
Attention:	Collin Gruthoff
FEIN#:	39-1549567

Number of Plans: 2

Number of Participants in the restated Supplemental Non-Qualified Deferred Compensation Plan: 1

Number of Participants in the restated Phantom Stock Plan: 12

Neither of the restated Plans has made any payments to date.

Please contact the undersigned if you have any questions.

Very truly yours,

VIRCHOW, KRAUSE & COMPANY, LLP

A handwritten signature in black ink, appearing to read "B. B. Deadman", written over the printed name.

Bruce B. Deadman, JD
Sr. Manager, HR Consulting Services

Bbd:mtf

Enclosures: Plan documents

**F.C. DADSON, INC.
AMENDED AND RESTATED
PHANTOM STOCK PLAN**

1. Purpose

The purposes of the F.C. Dadson, Inc. Phantom Stock Plan (the "Plan") are as follows: 1. To provide deferred compensation to certain key employees of F.C. Dadson, Inc. (the "Company"). Such deferred compensation shall be based upon the award of Performance Units, the value of which is related to the appreciation in the value of the common stock of the Company. 2. The Plan is also intended to benefit the Company by creating incentives to participating key employees. 3. The Plan (along with the related Trust Agreement and employee's Employment Agreement) is intended to protect employee's referral base, the Company's client base and to lessen the impact of employees leaving. 4. The Plan intends to restrict ownership rights (including transfer rights) received upon the eventual receipt of stock. 5. The Plan intends to permit the smooth succession in the event of the death or disability of the Shareholder, Collin E. Gruthoff.

2. Administration

The Plan shall be administered by the Board of Directors (the "Board") of the Company. Subject to the provisions of the Plan, the Board shall have exclusive power to select the key employees to be granted Performance Units, to determine the number of Performance Units to be granted to each key employee selected and to determine the time or times when Performance Units will be granted. The authority granted to the Board by the preceding sentence will be exercised based upon recommendations received from the management of the Company.

The Board shall have authority to interpret the Plan, to adopt and revise rules and regulations relating to the Plan, to determine the conditions subject to which any awards may be made or payable, and to make any other determinations which it believes necessary or advisable for the administration of the Plan. Determinations by the Board shall be made by majority vote and shall be final and binding on all parties with respect to all matters relating to the Plan.

The Board's authority under this Section is limited by the provisions of Section 409(A), IRC, and the regulations promulgated thereunder, and the Board shall not under any circumstances make any determinations which would violate or be contrary to Section 409(A), IRC, or the rules and regulations promulgated thereunder.

3. Grants

Performance Units shall be granted to such key employees of the Company as the Board shall determine, who shall hereafter be referred to as "Participants." The maximum number of Performance Units that may be awarded under the Plan shall not exceed an aggregate of two thousand five hundred (2,500). If any Performance Units awarded under the Plan shall be forfeited or canceled, such Performance Units may again be awarded under the Plan. Performance Units shall be granted at such time or times and shall be subject to such terms and conditions, in addition to the terms and conditions set forth in the Plan, as the Board shall determine.

4. Performance Units

Performance Units granted to a Participant shall be credited to a Performance Unit Account (the "Account") established and maintained for such Participant. The Account of a Participant shall be the record of Performance Units granted to him/her under the Plan, is solely for accounting purposes and shall not require a segregation of any Company assets. Each Performance Unit shall be valued by the Board, in the manner provided in Section 7, as of the date of grant thereof. Each grant of Performance Units under the Plan to a Participant and the value of such Performance Units as of the date of grant shall be communicated by the Board in writing to the Participant within thirty (30) days after the date of grant. As of the effective date of the Plan, Performance Units have been granted per Exhibit A attached hereto.

5. Maturity of Performance Units

- (a) Performance Units granted to a Participant shall mature according to the following schedule:

<u>Anniversary of Grant Date</u>	<u>Percentage of Matured Units</u>
First	5.00%
Second	10.00%
Third	15.00%
Fourth	20.00%
Fifth	25.00%
Sixth	30.00%
Seventh	35.00%
Eighth	40.00%
Ninth	45.00%
Tenth	50.00%
Eleventh	55.00%
Twelfth	60.00%
Thirteenth	65.00%
Fourteenth	70.00%
Fifteenth	75.00%
Sixteenth	80.00%
Seventeenth	85.00%
Eighteenth	90.00%
Nineteenth	95.00%
Twentieth	100.00%

- (i) Notwithstanding the provisions of paragraph (a) above, all Performance Units granted to a Participant shall become fully matured upon the Participant's termination of employment with the Company due to death, disability, retirement or discharge. For purposes of this Section, (i)a Participant will be considered disabled if Participant:
- (1) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months; or
 - (2) is, by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering Participant; or
 - (3) that the participant has been determined eligible to receive Social Security disability benefits.
- (ii) a Participant will be considered retired if the Participant's employment with the Company terminates at or after the date the Participant attains the age of 65; and (iii)a Participant will be considered discharged if the Participant's employment with the Company is terminated by the Company.

5. Payment for Performance Units

- (a) Upon the death or discharge of a Participant with the Company, the Participant shall be entitled to receive from the Company an amount, with respect to each then mature Performance Unit in the Participant's Account, determined as follows: (i) the value (as determined by the Board pursuant to Section 7) of each Performance Unit in the Participant's Account as of the date of termination of his employment with the Company, (ii) reduced by the value (as determined pursuant to Section 7) of such Performance Unit as of the date of grant thereof to the Participant, (iii) reduced further by any amounts due Employer by Participant, including amounts due pursuant to Participant's Employment Agreement.
- (b) Payment to a Participant of the amount set forth in paragraph (a) above for Performance Units shall be made in equal monthly installments over a period of 10 years. Payments will include interest computed at six percent (6%). Payment will be made or commenced within ninety (90) days after the date of termination of the Participant's employment with the Company. A Participant will not be entitled to receive any earnings on the value of his Performance Units with respect to the period between his termination of employment and the receipt of payments under the Plan.
- (c) Notwithstanding any other provisions of the Plan, all rights to any payments hereunder to a Participant will be discontinued and forfeited, and the Company will have no further obligation hereunder to such Participant, if any of the following circumstances occur:
 - (i) The Participant is discharged from employment with the Company for Substantial Misconduct as defined herein;
 - (ii) The Participant engages in competition (defined in Employment Agreement) with the Company during, or within two years following his termination of, employment with the Company; or
 - (iii) The Participant resigns

For purposes of the Plan, "Substantial Misconduct" is defined as:

1. Participant's fraud, misappropriation or misrepresentation with respect to the business of Company or intentional damage to the property or business of Company or any substantial asset;
2. willful failure by Participant to perform his duties and responsibilities and to carry out his authority;
3. willful malfeasance or misfeasance or breach of fiduciary duty or misrepresentation to Company or its stockholders by Participant;
4. Participant's breach of his Employment Contract with Company;
5. Participant's conviction of a felony.

The Board shall have sole discretion with respect to the application of the provisions of this paragraph and such exercise of discretion shall be conclusive and binding upon the Participant, and all other persons.

6. Valuation of Performance Units

- (a) For all purposes of the Plan, the value of a Performance Unit on a date of grant shall be \$0. Upon termination of employment, payments pursuant to Section 6 for the value of each matured Performance Unit will be in an amount equal to the greater of (i) such amount as shall be determined, as of the applicable date, by the Board in its sole discretion; or (ii) the five-year weighted average earnings per share of common stock of the Company, as of the applicable date, as determined pursuant to paragraph (b) below multiplied by five (5).

(b) The five-year weighted average earnings per share of common stock of the Company as of a given date shall be determined as follows:

- (i) Determine the earnings per share of the common stock of the Company for each of the last five fiscal years of the Company preceding the fiscal year in which the given date occurs. Such determination shall be made by the Board in accordance with generally-accepted accounting practices and in such a manner as the Board shall consider to accurately reflect the performance of the Company. However, in any event, the Board shall increase the above computation of earnings per share by bonuses paid to Collin E. Gruthoff over and above his annual base salary.
- (ii) Compute the five-year weighted average earnings per share of the Company pursuant to the following formula:

$$\frac{[A \times 1] + [B \times 2] + [C \times 3] + [D \times 4] + [E \times 5]}{15}$$

A is the earnings per share of the common stock of the Company for the fifth fiscal year of the Company preceding the fiscal year in which the determination is being made;

B is the earnings per share of the common stock of the Company for the fourth fiscal year of the Company preceding the fiscal year in which the determination is being made;

C is the earnings per share of the common stock of the Company for the third fiscal year of the Company preceding the fiscal year in which the determination is being made;

D is the earnings per share of the common stock of the Company for the second fiscal year of the Company preceding the fiscal year in which the determination is being made; and

E is the earnings per share of the common stock of the Company for the fiscal year of the Company immediately preceding the fiscal year in which the determination is being made.

- (iii) Should less than five years of historical data be available, the above referenced formula shall assign a value of \$0 to each year without data. These \$0 years shall be weighted according to the formula in paragraph (ii) above.

7. Conversion of Performance Units

- (a) Upon the death of the Shareholder, the Participants shall receive the stock of Shareholder as beneficiaries of the related Trust Agreement according to Exhibit B attached hereto, after the Trustee purchases the stock from Shareholder's estate.

Any amounts vested, prior to the death of the Shareholder, in Performance Units under this Plan shall have a \$0 value and this Plan shall be immediately terminated.

- (b) In the event of the disability of the Shareholder, all of the provisions of paragraph (a) above shall apply except that the following payments shall be made to the disabled Shareholder -\$10,000 per month for twenty-four (24) months beginning after a period of ninety (90) days following the Shareholder's disability. This payment amount reflects an amount equal to the proceeds to be received under the overhead insurance policy maintained by the Corporation. This payment to the disabled Shareholder shall only be made to the extent that the aforementioned insurance remains in effect.

- (c) Upon reaching the twentieth anniversary of the initial grant of performance units to a Participant, said Participant shall have three options:
- (i) Remain a Participant under the Plan until employment termination or until such time as mutually agreed to by the Company and the Participant;
 - (ii) Receive payment for the matured Performance Units pursuant to the provisions of Sections 6 and 7 of the Plan;
 - (iii) Convert the Performance Units to common stock of the Company. The percentage equal to the number of Performance Units divided by 10,000 will be the percentage of common stock of the Company received in exchange for the value of the Performance Units converted. Should the Participant choose this option, he/she will be required to give the Company notice of at least sixty (60) days before the twentieth anniversary date of his/her intent to convert the Performance Units to common stock. Within thirty (30) days of such notice, Company will be required to deliver to Participant the Stock Redemption Agreement it intends to use to facilitate multiple Shareholders. Should the Participant and Company not agree on terms of the Stock Redemption Agreement, Participant will have to revert to utilizing options (i) or (ii) above. Company is under no obligation to change the provided Stock Redemption Agreement.

8. Change in Control

For purposes of this Plan, "Change in Control" means:

- (a) The sale of more than 50% of the operational assets of the Company in any single transaction or series of related transactions effected within any 12-month period; or the outside acquisition of more than 50% of the Company's stock.
- (b) A transfer of ownership of the Company to family members of the current owners, or to a trust exclusively for the benefit of a current owner and/or family member shall not be considered a Change in Control. "Family" shall be as defined in sec. 267(c)(4) of the Internal Revenue Code to include brothers and sisters (whether by the whole or the half blood), spouse, ancestors, and lineal descendants. However, a transfer to a spouse by virtue of a divorce, legal separation, or the provisions of a Qualified Domestic Relations Order (QUADRO) or similar order shall be considered a Change in Control.

In the event of a Change in Control, Participant's Performance Units will vest to one hundred (100) per cent. Payment will be as follows:

- (a) In all cases, if the payment to Company's owners pursuant to a Change in Control is for longer terms than those set forth herein, payment to Participant will be under the same terms as the payment to the owners;
- (b) In the event of a Change in Control under circumstances where the entity acquiring Company does not wish to retain the services of Participant subsequent to the Change in Control, payment will be in a lump sum within sixty (60) days of the Change in Control, subject to (1) above;
- (c) In the event of a Change in Control under circumstances where the entity acquiring Company wishes to retain the services of Participant in a position substantially equivalent in duties and at least equivalent in base compensation to Participant's position with the Company prior to the Change in Control, Participant will receive fifty (50) per cent of the balance in his account in a lump sum within sixty (60) days of the Change in Control, subject to (1) above. The remaining balance shall be paid one (1) year after the date of the Change in Control.

- (d) In the event of a Change in Control after payments due to death, disability or termination of employment have commenced, the remaining payments will be paid in a lump sum.

8. Changes in Capital and Corporate Structure

In the event of any change in the outstanding shares of common stock of the Company by reason of any issuance of additional shares, recapitalization, reclassification, reorganization, stock split, reverse stock split, combination of shares, stock dividend or similar transaction, the Board shall proportionately adjust, in an equitable manner, the number of Performance Units held by Participants under the Plan. The foregoing adjustment shall be made in a manner that will cause the relationship between the aggregate appreciation in outstanding common stock and earnings per share of the Company and the increase in value of each Performance Unit granted hereunder to remain unchanged as a result of the applicable transaction.

9. Transferability

Performance Units granted under the Plan, and any rights and privileges pertaining thereto, may not be transferred, assigned or pledged in any manner, by operation of law or otherwise, other than by will or by the laws of descent and distribution, and shall not be subject to execution, attachment or similar process. In the event of a Participant's death, payment of any amount due under the Plan shall be made to the duly appointed and qualified executor or other personal representative of the Participant to be distributed in accordance with the Participant's will or applicable intestacy law; or in the event that there shall be no such representative duly appointed and qualified within six (6) months after the date of death of such deceased Participant, then to such persons as, at the date of his death, would be entitled to share in the distribution of such deceased Participant's personal estate under the provisions of the applicable statute then in force governing the descent of intestate property, in the proportions specified in such statute.

10. Withholding

The Company shall have the right to deduct from all amounts paid pursuant to the Plan any taxes required by law to be withheld with respect to such awards.

11. Voting and Dividend Rights

Except as provided under Section 10, no Participant shall be entitled to any voting rights, to receive any dividends, or to have his Account credited or increased as a result of any dividends or other distribution with respect to the Common Stock of the Company.

12. Miscellaneous Provisions

- (a) No employee or other person shall have any claim or right to be granted an award under the Plan. Neither the Plan nor any action taken hereunder shall be construed as giving any employee any right to be retained in the employ of the Company.
- (b) The Plan shall at all times be entirely unfunded and no provision shall at any time be made with respect to segregating assets of the Company for payment of any benefits hereunder. No Participant or other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under the Plan and any such Participant or other person shall have only the rights of a general unsecured creditor of the Company with respect to any rights under the Plan. Any obligations of the Company created under this Plan shall be Company obligations only. No liability shall be assumed by the Shareholder(s). Participants understand that payments to be made under the Plan are conditional upon the continued success of the Company.

- (c) Appropriate taxes will be withheld from any distributions made under this Plan as required by law. While the Plan is designed to allow the deferral of income in compliance with all applicable laws, the Company makes no guarantees or representations to Participants regarding the tax consequences to Participant, his/her estate or beneficiary as a result of this Agreement.
- (d) The Participants of the Plan shall have the right of first refusal to purchase the Shareholder's stock and business assets (including goodwill). Participants will have sixty (60) days from notice by Shareholder of a bona fide offer, to exercise their right of first refusal to purchase upon the same terms and conditions as the offer presented.
- (e) Except when otherwise required by the context, any masculine terminology in this document shall include the feminine, and any singular terminology shall include the plural.
- (f) It is the expectation of the Company that each Participant will play a proactive role in the career pathing and succession process, including discussion and planning for his/her own succession. As such, it is essential that Participant has open discussions with the Company's owners regarding retirement plans so that a retirement date can be established and an orderly succession plan can be developed. It is expected that these discussions will occur as a natural part of the Company's performance review process, and that an anticipated retirement date will be established no less than one (1) year before Participant's actual retirement. If in the sole judgment of the Company these discussions and plans are carried out and an orderly transition is achieved, Participant's partially vested Performance Units shall vest to 100% at retirement, provided Participant has attained the age of at least 60.

If an orderly transition has not been achieved, Participant's partially vested Performance Units could be reduced or forfeited at time of retirement, at the sole discretion of the Company

13. Marital Property Provisions

- (a) Marital Property. It is possible that a spouse may obtain an interest in the Performance Units (and eventual stock) of the Participant through the operation of the Wisconsin Marital Property Law (whether as marital property, deferred marital property, augmented marital property or otherwise). For purposes of this Plan, all references to Performance Units and/or stock owned or held by a Participant shall include, without limitation, all interest in the Performance Units and/or stock now owned or hereafter acquired by his or her spouse and all restrictions on transfer and obligations to sell shall apply and extend to any interest of spouse in such Performance Units and/or stock in the same manner and on the same terms and conditions as applied to the Participant, unless specifically provided otherwise in this Plan. Furthermore, by signing this Plan, all Participants and all spouses of Participants agree that all proceeds (if any) on the life of a deceased Participant shall be used exclusively to buy out the deceased Participant's Performance Units and/or stock, despite the fact that the proceeds may be marital property.
- (b) Management and Control. In the event the Participant becomes a Shareholder, the Shareholder whose name appears as owner of record on the books of the Corporation shall have the sole right of management and control of the shares of which they are record owners, including the right to vote such shares and to transfer such shares pursuant to a Stock Redemption Agreement (reference Section 8). In the event of the death of a Shareholder, his personal representative shall have the sole right of management and control of the shares of which the deceased Shareholder was the record owner. Any rights of a Shareholder's spouse in any stock titled in the Shareholder's name that is sold, shall attach only to the proceeds of the sale and not to the shares, and the sale itself shall not be affected by such rights of the spouse. Upon the request of any transferee of the stock, such spouse shall execute such documents as may be necessary to evidence the extinguishment of all marital rights in said stock.

- (c) Spouse's Death. If a spouse predeceases a Participant/shareholder, each agrees that all of the deceased spouse's interest in the Performance Units and/or stock shall be transferred to Participant/shareholder by will or non-testamentary disposition. If the deceased spouse fails to so provide, the deceased spouse's heirs, personal representatives, legal representatives, successors or assigns of the deceased spouse's interest in the Performance Units and/or stock shall sell, and the Participant/Shareholder of the deceased spouse shall purchase, all of the deceased spouse's interest in the Performance Units and/or stock. For Performance Units, the purchase price and payment structure as determined in Sections 6 and 7 shall apply. For stock, the purchase price and payment structure shall be pursuant to a Stock Redemption Agreement (reference Section 8). The closing shall take place within ninety (90) days after the deceased spouse's death.
- (d) Divorce. If a Participant's/Shareholder's marriage is terminated by divorce, annulment or legal separation, the divorced spouse agrees that all of the divorced spouse's interest in the Performance Units and/or stock shall be transferred to the divorced Participant/Shareholder. In the event an equitable distribution of the marital estate cannot be arrived at without sale of all or part of the Performance Units and/or stock, the divorced spouse shall sell, and the divorced Participant¹ Shareholder shall purchase, all Performance Units and/or stock which would otherwise be awarded to the divorced spouse in order to equitably distribute the marital estate, so that the divorced spouse thereby transfers any and all rights in said Performance Units and/or stock retaining only rights to said payment. Unless otherwise agreed to by the divorced couple, for Performance Units, the purchase price and payment structure as determined in Sections 6 and 7 shall apply. For stock, the purchase price and payment structure shall be pursuant to a Stock Redemption Agreement (reference Section 8). The closing shall take place within sixty (60) days after the effective date of the termination of the marriage.
- (e) Deemed Termination. If a spouse (including a spouse by marriage entered into after the date of this Plan) of a Participant/Shareholder shall refuse or otherwise fail (after reasonable notice) to execute this Plan or other related Agreement(s) or comply with the terms of this Plan or other related Agreement(s), said Participant's/Shareholder's interests shall be liquidated as if he/she terminated employment.

14. Amendment of the Plan

The Board of Directors of the Company may alter or amend the Plan from time to time without obtaining the approval of the stockholders of the Company. No amendment to the Plan may alter, impair or reduce the number of Performance Units granted under the Plan prior to the effective date of such amendment without the written consent of any affected Participant.

15. Right to Counsel

All the individuals signing this Plan understand this Plan and have had a chance to read the Plan and to employ counsel to review this Plan should they so desire. Each individual signs this Plan without coercion and not based upon any promise or statement not contained or referenced in this Plan. The spouses of the Participants understand that they are signing away marital rights pursuant to this Plan and related Agreements. The spouses have also had the opportunity to review the document and obtain separate counsel should they so desire an explanation of their rights and responsibilities under this Plan.

16. Waiver of Breach

The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

17. Notice

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, sent by mail to the residence in the case of the Employee, or to its principal office in the case of the Corporation.

18. Entire Agreement

This instrument contains the entire Agreement of the parties. It may not be changed orally, but only by a written instrument signed by both parties.

19. Effectiveness and Terms of Plan

The effective date of the Amended and Restated Plan shall be December 1, 2008 and this current Plan supersedes any and all previously executed Plans and documents. The Board may at any time terminate the Plan. No Performance Units shall be granted pursuant to the Plan after the date of termination of the Plan, although after such date payments shall be made with respect to Performance Units granted prior to the date of termination.

IN WITNESS WHEREOF, the parties have signed and sealed this 30 day of December, 2008

F.C. DADSON, INC.

BY:



Collin E. Gruthoff, President

F.C. DADSON, INC.

PHANTOM STOCK PLAN

EXHIBIT A

PERFORMANCE UNITS GRANTED:

<u>Participant</u>	<u>No. of Units</u>
Daniel J. Dorchester	120
Dean D. Umlauf	120
LeAnn M. Meyer	120
Steven E. Sinclair	60
Keith J. Schroeder	36
David A. Farrell	36
Stephen J. Weber	36
Michael J. Gloudemans	18
Gary M. Holz	18
Lance M. Kohl	18
Scott W. Meyer	18
Joseph P. Rehorst	18

EXHIBIT B

CONVERSION OF PERFORMANCE UNITS:

<u>Participant</u>	<u>Percentage</u>
Daniel J. Dorchester	19.4%
Dean D. Umlauf	19.4%
LeAnn M. Meyer	19.4%
Steven E. Sinclair	9.7%
David A. Farrell	5.8%
Keith J. Schroeder	5.8%
Stephen J. Weber	5.8%
Michael J. Gloudemans	2.9%
Gary M. Holz	2.9%
Lance M. Kohl	2.9%
Scott W. Meyer	2.9%
Joseph P. Rehorst	2.9%

F.C. DADSON, INC.

**SUPPLEMENTAL NONQUALIFIED
DEFERRED COMPENSATION PLAN**

Adopted July 1, 1993

Amended and Restated

F.C. DADSON, INC.

SUPPLEMENTAL NONQUALIFIED DEFERRED COMPENSATION PLAN

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F.C. DADSON, INC.

SUPPLEMENTAL NONQUALIFIED DEFERRED COMPENSATION PLAN

ARTICLE I – INTRODUCTION

1.1. Purpose of the Plan. The purpose of this Plan is to provide certain designated employees of F.C. Dadson, Inc. with benefits that will be in addition to and supplement the retirement benefits they can receive from the Company's qualified retirement plans.

1.2. Nonqualified status. This Plan is not intended to qualify under the Internal Revenue Code nor ERISA as a qualified plan. It is intended to be a nonqualified plan and is intended to be interpreted in a manner consistent with requirements of Internal Revenue Code Sections 404, 409(A), 3121 and other such sections that are applicable.

ARTICLE II – DEFINITIONS

2.1. "Company" means F.C. Dadson, Inc., a corporation organized under the laws of the state of Wisconsin.

2.2. "Plan" means the F.C. Dadson, Inc. Supplemental Nonqualified Deferred Compensation Plan as herein described unless otherwise specifically designated.

2.3. "Code" means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

2.4. "Effective date" means, in this case, July 1, 1993.

2.5. "Employee" means any individual/officer employed by the Company.

2.6. "Participant" means any individual who participates in the Plan in accordance with Article III.

2.7. "Plan Year" means the period beginning on the effective date and ending on December 31, 1993, and the 12-month period ending each December 31 thereafter.

2.8. "Qualified Plan" means a plan, that provides benefits to the Employees, which is afforded benefits under the Code of current deductibility of funding the separate Trust by the Employer as outlined in Code Section 401, et al.

A pronoun or adjective in the masculine gender includes the feminine gender and the singular includes the plural, unless the context clearly indicates otherwise.

ARTICLE III – PARTICIPATION

3.1. Commencement of participation. Only those Employees who are designated by the Board of Directors as qualified employees are eligible to participate in the Plan. Designation of eligible Participants will be made on an annual basis by the Board of Directors. An Employee will become a participant under the Plan on the day they are designated by the Board of Directors as an eligible Participant.

3.2. Cessation of participation. A Participant will cease to be a Participant in the Plan (a) when the last payment is made to him under the terms of payout as outlined in Section 4.5 below, or (b) the date on which he dies or becomes permanently disabled, as defined in the Amended and Restated Phantom Stock Plan.

3.3. Reinstatement of former Participant. A former Participant may become a qualifying participant again if and when the Board of Directors determines him to be qualified. If a former Participant again become qualified as an eligible Participant and prior deferred compensation payable to him remains unpaid under prior terms of the payout provisions of Section 4.5 at the time of his new eligibility in the Plan, all remaining unpaid amounts will cease and again be deferred and paid out according to the new terms of the Plan.

ARTICLE IV – ADMINISTRATION OF THE PLAN

4.1. Election to defer receipt of compensation. Effective the day of the adoption of this Plan and any day thereafter, each eligible Participant may elect to defer the receipt of compensation that they will receive under the terms of their employment contracts for the remainder of the annual contract period. Such election shall be made in writing and submitted to the Board of Directors after the date of adoption

of this Plan or prior to any deferral of compensation desired. To elect to defer any portion of a bonus payable during the year, the election must be signed and submitted to the Board of Directors before the first day of the period covered by the bonus (for example, by the 1st day of the year for an annual bonus).

4.2. Separate deferral agreement under Plan. Each election completed by the Employee and submitted to the Board of Directors, under Article 4.1., will become a separate contract between the Company and the Employee to defer the receipt of current compensation for payout at a future point in time in a manner consistent with the terms of Article 4.5. Each subsequent year's election shall be added to the prior year's election and the amount of deferral will be added cumulatively to the prior years' amounts for purposes of determining the amount of payout in the future. The form and format of the Employee election to defer part of his annual current compensation is attached to and made a part of this Plan as Exhibit A.

4.3. Company Award of Supplemental Nonqualified Deferred Compensation. At the discretion of the Board of Directors, the Company may elect to award each individual Employee, for services rendered, an additional amount of money to be paid out to them as nonqualified deferred compensation under the terms of this Plan. This amount will be in addition to any amounts of compensation that the Employee elects to defer under provisions of 4.1. of this Plan. If amounts are so designated by the Company as supplemental nonqualified deferred compensation for each Employee, the amount of deferred compensation will be added to any and all amounts accumulated under Article 4.2. and be paid out to the Employee under Article 4.5. The form and format of this Award of Supplemental Nonqualified Deferred Compensation is attached to and made a part of this Plan as Exhibit B.

4.4. Events triggering payout of deferred compensation. Nonqualified deferred compensation under this Plan will be paid to each eligible Participant as of the earlier of (a) retirement of the Employee, or (b) termination of the employment either voluntarily or involuntarily.

4.5. Terms of payout of deferred compensation. The amounts due any Participant will be paid to that Participant in 120 equal monthly installments, commencing not later than 90 days from retirement or termination. No interest or other earnings shall be accrued, credited or paid out to the Participant. The Company may not pay this balance off earlier. Should the Employee/Participant who is receiving payments under this Plan die during the 120 month period of payout, the Company will continue to make

payments to the Participant's estate or to any person or organization that the Participant's will designates as recipient.

4.6. Plan Administrator. The administration of the Plan shall be under the supervision of the Administrator. It shall be the principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of the individuals entitled to participate in the Plan without discrimination among them. The Administrator shall have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's powers and duties will include, but not be limited to, the following authority and duties:

- a. To account for and accumulate each eligible Participant's annual deferral election and any Company's supplemental deferred compensation agreement particular to that Employee for the purposes of determining each year's cumulative total amount of deferred compensation that would be subject to the payout provisions under Article 4.5. At least annually, the Plan Administrator will report to each eligible Participant the amount of cumulative deferred compensation that that employee is eligible to receive under the Plan;
- b. To inform the appropriate Company personnel of the liability of the Company under this Plan for the future funding of this deferred compensation so that the Company can properly account for this future liability on the books and records;
- c. To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
- d. To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- e. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- f. To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan;

- g. To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocations, delegations or designations shall be in writing; and
- h. The Administrator's authority under this Plan is limited by the provisions of Section 409(A), IRS, and the regulations promulgated thereunder, and the Administrator shall not under any circumstances make any determinations which would violate or be contrary to Section 409(A), IRC, or the rules and regulations promulgated thereunder.

4.7. Indemnification of Administrator. The Company agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who formerly served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by the Company) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

4.8. Participant's right to Company assets. All amounts credited to the Participant's accounts shall remain the general assets of the Company. Participants shall have no right to any of the specific assets of the Company. In addition, no portion of the Participant's awarded or elected deferred compensation may be assigned by the Participant, nor shall the Participant's creditors have claim to any amount of the deferred compensation until such time as it is paid to the Participant under the terms of payout of deferred compensation as discussed in Article 4.5 of this Plan.

ARTICLE V – AMENDMENT OR TERMINATION OF PLAN

The Plan may at any time be amended or terminated by written instruments signed by the Board of Directors of the Company. However, any such action shall not divest any Participant of amounts credited to his account prior to the date of amendment or termination.

ARTICLE VI – MISCELLANEOUS PROVISIONS

6.1. Information to be furnished. Eligible Participants shall provided the Company and the Administrator with such information and evidence, and shall execute such documents as may be reasonably be requested from time-to-time for the purpose of the administration of the Plan.

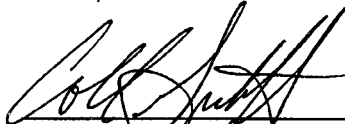
6.2. Limitation of rights. Neither the establishment of this Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving any Participant or other person any legal or equitable right against the Company or the Administrator, except as expressly provided herein.

6.3. Governing law. The Plan will be construed, administered and enforced according to the laws of the state of Wisconsin.

IN WITNESS WHEREOF, the Company has caused this Plan to be amended and restated, in its name and behalf, this 1st day of December, 2008, by its agents thereunder duly authorized.

F.C. DADSON, INC.

By:



COLLIN GRUTHOFF
President, Shareholder and Director

F.C. DADSON, INC.

**ELECTION TO DEFER THE RECEIPT OF CURRENT
COMPENSATION UNDER THE COMPANY'S
NONQUALIFIED DEFERRED COMPENSATION PLAN**

Name: _____ SSN: _____

Address: _____

I elect to defer the receipt of \$_____ of the amount of current compensation due me by the Corporation under the terms of my employment contract for the remainder of my annual contract period.

I elect to defer the receipt of \$_____ or _____% of my _____ bonus due me under my employment contract.

I confirm, by way of signature to this election, that any amount of deferral is for future wages yet to be earned, not for wages already earned.

I recognize that the repayment to me of this deferred compensation will be under the terms and conditions of the Company's Nonqualified Deferred Compensation Plan. I acknowledge that I have read the Plan and understand the provisions of it and agree to be governed by the provisions of the Plan with respect to the receipt of this compensation in the future.

This Agreement is subject to the terms of the Nonqualified Deferred Compensation Plan in effect and revokes any prior election made during the same annual employment year.

Employee (Date)

Accepted and agreed to by the Board of Directors of F.C. Dadson, Inc.

By: _____ (Date)
Collin Gruthoff
Director and Shareholder

By: _____ (Date)
Director and Shareholder

F.C. DADSON, INC.

AWARD OF SUPPLEMENTAL NONQUALIFIED
DEFERRED COMPENSATION AGREEMENT

This Agreement, effective _____ between F.C. Dadson, Inc. herein referred to as "Company," and _____, herein referred to as the "Employee."

WITNESSETH:

WHEREAS, the Employee has rendered valuable managerial services as an employee of the Company since his date of commencement of employment; and

WHEREAS, the Employee's services are essential to the future growth and profitability of the Company; and

WHEREAS, the Company wishes to award the Employee supplemental retirement benefits in addition to any amounts the Employee has voluntarily elected to defer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Deferred compensation amount. The Company agrees to add to any already established deferred compensation amount being accounted for by the Nonqualified Deferred Compensation Plan administrator \$_____, such amount being the supplemental nonqualified deferred compensation.
2. Terms. The payout of this amount will be governed by the terms of payout of the Company's Nonqualified Deferred Compensation Plan.

This Agreement can be amended in the future to allow for additional supplemental nonqualified deferred compensation benefits to be awarded by the Company.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date above written.

F.C. Dadson, Inc.

By: _____
Collin Gruthoff
Director and Shareholder

Employee

By: _____
Director and Shareholder

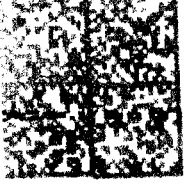
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2201 E ENTERPRISE AVE STE 100
P.O. BOX 2459
APPLETON, WI 54912-2459

CONFIDENTIAL MATERIAL

TOP HAT PLAN EXEMPTION
PENSION AND WELFARE BENEFITS
ADMINISTRATION
ROOM N-5644
US DEPARTMENT OF LABOR
200 CONSTITUTION AVE NW
WASHINGTON DC 20210